resided in the United States and acted as manager of the plaintiff corporation. The four individual stockholders constituted the board of directors. A motion was made to stay the further prosecution of the suit on the ground that the plaintiff was an alien enemy. *Held,* that the suit might be maintained because the corporation should be regarded as an entity separate and apart from its stockholders and because the control of the company was vested in a board of directors, of whom the majority (including the manager) were residents of the United States. *Fritz Schultz, Jr., Co., v. Raimes & Co.* (1917, N. Y. Sup. Ct.), 166 N. Y. Supp. 567. See COMMENTS, p. 108.

BANKRUPTCY—REVIVING BARRED DEBT AS FRAUDULENT "INCUMBRANCE."—The day before a petition in bankruptcy was filed against him, a debtor made a payment upon a statute-barred debt, intending to revive it. The debtor was aware of his insolvent condition, the creditor was not. The creditor, offering to restore the payment, filed his claim on the revived debt. *Held,* that the claim should be disallowed, its revival being an "incumbrance" of the bankrupt's property and void under section 67e of the Bankruptcy Act. *In re Salmon* (1916, S. D. N. Y.) 239 Fed. 413. See COMMENTS, p. 126.

BILLS AND NOTES—HOLDER IN DUE COURSE—CORPORATION'S CHECK USED IN INTEREST OF FISCAL OFFICER.—W. was treasurer of the plaintiff corporation and also of the B. company. The defendant bank held for collection a note of the B. company which W. had indorsed. To pay this note W. wrongfully drew the plaintiff company's check, signed by himself as treasurer, to the order of the defendant. This check, after being certified, was received by the defendant from a representative of the B. company in payment of the note on its date of maturity. *Held,* that there was nothing in the transaction to put the defendant bank on notice that W. was misappropriating the funds of the plaintiff to pay his own debt. *Colonial Fur Ranching Co. v. First Nat. Bank* (1917, Mass.) 116 N. E. 731.

The fact that the corporate obligation is drawn by the official payable to himself and used to pay his own debt is not of itself constructive notice of lack of authority. *Fillebrown v. Hayward* (1906) 190 Mass. 472, 77 N. E. 45; *contra, Rochester Turnpike Road Co. v. Paviour* (1900) 164 N. Y. 281, 58 N. E. 114. But even in Massachusetts, where the instrument is made payable to a creditor of the officer, the creditor takes at his peril. *Johnson v. Longley Co.* (1910) 207 Mass. 52, 56, 92 N. E. 1035. The question before the court in the principal case was whether or not it would carry this doctrine farther and apply it where the officer was not absolutely liable to the payee, as a debtor, but only contingently as an indorser. The liability of a bankrupt indorser has been called a provable "debt." *In re Philip Semmer Glass Co.* (1905 C. C. A., 2d) 135 Fed. 77. But the purpose of the Bankruptcy Act was to relieve insolvents from their pecuniary liabilities. *Moch v. Market*

St. Nat. Bank (1901, C. C. A., 3d) 107 Fed. 897, 898. So that while the Bankruptcy Act seems to treat an indorser as an actual debtor, it does not do so in reality, for "debt" as used there may mean only "claim" or "liability." *Moch v. Market St. Nat. Bank, supra.* In the instant case, the court said that the debt was primarily that of the B. company, the officer being only contingently liable. Refusal to extend the doctrine of notice to such a case is believed to be sound.

G. L. K.

CARRIERS—CARMACK AMENDMENT—BILL OF LADING ISSUED BY CONNECTING CARRIER.—The plaintiff as shipper of live stock received a bill of lading from the initial carrier. The connecting carrier issued a second bill changing the liability by requiring 30 days' notice of claim in order to hold the carrier liable. *Held,* that the second bill was invalid for lack of consideration and because the enforcement of its terms would defeat the policy of the Carmack Amendment. *Missouri K. & T. Ry. Co. v. Ward* (1917) 37 Sup. Ct. 617.

This holding is a natural corollary to the rule already established under the Carmack Amendment that the bill of lading issued by the initial carrier applies to the entire transportation and fixes the rights and duties of all participating carriers. See *Georgia, Fla. & Ala. Ry. Co. v. Blish Milling Co.* (1915) 241 U. S. 190, 196, 36 Sup. Ct. 541, 544, and cases there cited.

CARRIERS—CARMACK AMENDMENT—PRESUMPTION AGAINST TERMINAL CARRIER.—In an action against the terminal carrier to recover damages for injury to goods, the plaintiff introduced evidence to show that the goods were delivered in good condition to the initial carrier and were received from the defendant in a damaged condition. The defendant contended that since the passage of the Carmack Amendment this did not make a *prima facie* case. *Held,* that the common law presumption against the terminal carrier was not superseded by the Carmack Amendment, which did not establish any presumption, but merely gave an optional remedy against the first carrier for the entire transportation. Salinger, J., *dissenting. Erisman v. Chicago B. & Q. R. Co.* (1917, Ia.) 163 N. W. 627.

The point decided is not new, even in Iowa (see cases cited on p. 631 of the opinion), but the case is worthy of note for its detailed reëxamination of the whole subject, with full discussion of both sides of the question and an apparently exhaustive collection of authorities.

CARRIERS — NON-DELIVERY — RESTRAINT OF PRINCES.—The defendants agreed with the plaintiffs to provide a steamer to proceed to Marionpol, and there load a cargo and carry it to Japan. On September 1, the defendants refused to name a steamer on the untrue assertion that the British government had prohibited steamers going to the Black Sea to load. The Turkish government closed the Dardanelles on September 26. The defendants pleaded "restraint of princes" as a justification of their breach of the charter-party. The ship would not have had time to reach the